

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 23, 2013**, in San Francisco, California, by and between **URS/ECS, a Joint Venture** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the Commission adopted Resolution Number 11-0145 on June 30, 2011 which authorized the award of said Agreement for the period of August 1, 2011 through December 31, 2014; and

WHEREAS, the Commission adopted Resolution Number 12-0164 on July 17, 2012 which authorized the award of the First Amendment to said Agreement for the period of August 2, 2012 through August 31 2013; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the Agreement amount and term for an additional six (6) month period to February 28, 2014; and

WHEREAS, Commission approved this Modification 2 pursuant to Resolution Number 13-0158 on July 23, 2013; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4009-11/12 on August 5, 2013; and

WHEREAS, prior modifications were identified as "Agreements," this and future modifications are, and will be, identified as "Amendments"; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated August 1, 2011 between Contractor and City, as amended by the:

First Amendment, dated **July 17, 2012**

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for a six (6) month period for a new ending date of February 28, 2014.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000) as shown on Appendix B.2 for a new total not to exceed amount of Five Million Five Hundred Eighty-four Thousand Dollars (\$5,584,000).

4. **New Section 8. Submitting False Claims; Monetary Penalties** is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §§6.80-6.83, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim shall be liable to the City for the statutory penalties set forth in those sections. The text of Sections 6.80-6.83, along with the entire San Francisco Administrative Code is available on the web at: http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

5. **Delete Section 63. Labor Peace / Card Check Rule** is hereby deleted in its entirety.

6. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 23, 2013.


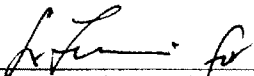
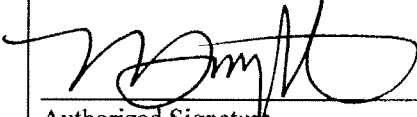
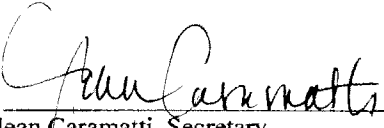
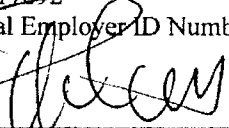
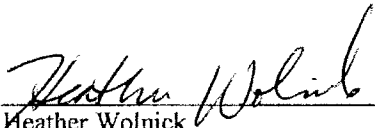
7. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Appendices

B.2 Calculation of Charges

C.2 SFO Terminal 3 Shared Staffing Plan and Budget

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
 By:  John L. Martin, Airport Director	 Authorized Signature Nicholas A. Smyth Vice President URS Corporation, dba URS Corporation Americas
Attest: By:  Jean Caramatti, Secretary Airport Commission	85665 City Vendor Number One Montgomery Street, Suite 900 San Francisco, California 94104
Resolution No: 13-0158 Adopted on: July 23, 2013	415-547-2552 45-2817692 Federal Employer ID Number
Approved as to Form: Dennis J. Herrera City Attorney	 Authorized Signature Myrto Xenaki, Ph.D ANDREW PETREAS, PE President Environmental & Construction Solutions
By:  Heather Wolnick Deputy City Attorney	85665 City Vendor Number 290 Division Street, Suite 307 San Francisco, California 94103 415-934-8790 45-2817692 Federal Employer ID Number



Appendix B.2 Calculation of Charges

This Appendix B.2 is attached to, and incorporated by reference in the Agreement made on August 1, 2011 between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **URS/ECS, a joint venture** (Contractor) providing for construction management oversight and construction management services for Terminal 3 Improvements Program.

A. General

1. For the complete and satisfactory performance of the services detailed in Appendix A and Appendix A.1 of this Agreement, the City will pay fees and expenses not-to-exceed **One Million Two Hundred Thousand Dollars (\$1,200,000)** for an additional six (6) months of services.
2. No Change
3. No Change

B. Method of Payment

No Change

C. Direct Salary Rate and Direct Salary Rate Adjustment

1. No Change
2. No Change
3. The direct labor rates agreed upon at the effective date of the Agreement amendment shall remain effective until February 28, 2014. At least thirty (30) calendar days prior to the expiration date stated in this paragraph C.3, the Contractor may submit to the Airport Project Manager any request for direct labor rate increases for consideration. The submission of a proposed direct labor rate increase by the Contractor does not constitute an agreement by the Commission that any proposed rate increase will be accepted by the Commission.

D. Billing Rates

No Change

E. Fee

No Change

F. Other Direct Cost (ODC)

No Change

G. Approved Hourly Base Rates

No Change

END OF APPENDIX B.2

